

NATURE OF THE ACTION

6. Defendants admit the allegations of paragraph 6.

STATEMENT OF FACTS

7. Defendants admit the allegations of paragraph 7.

8. Defendants admit the allegations of paragraph 8.

9. Defendants admit the allegations of paragraph 9.

10. Defendants admit the allegations of paragraph 10.

11. Defendants admit the allegations of paragraph 11.

12. Defendants admit the allegations of paragraph 12.

13. Defendants admit the allegations of paragraph 13.

14. Defendants admit the allegations of paragraph 14 and further state paragraph 14 does not set forth the complete basis for the Plan Administrator's decision as set forth in Exhibit C.

15. Defendants admit the allegations of paragraph 15.

16. Defendants admit the Credit Union Board of Directors and Plan Administrator were one and the same and deny the remaining allegations of paragraph 16. Defendants respond to the subparagraphs of paragraph 16 as follows:

16(a) Defendants deny the allegations of subparagraph 16(a).

16(b) Defendants deny the allegations of subparagraph 16(b).

16(c) Defendants admit the first sentence of subparagraph 16(c) and that Mary Beth Delaney never made a complaint and deny the remaining allegations of subparagraph 16(c).

16(d) Defendants admit the allegations of the first sentence of subparagraph 16(d) and deny the remaining allegations of subparagraph 16(d).

16(e) Defendants admit the first sentence of subparagraph 16(e) and that the minutes did not accurately reflect some of the statements and deny the remaining allegations of subparagraph 16(e).

17. Defendants admit the allegations of paragraph 17 including each subparagraph in which Plaintiff correctly quotes certain paragraphs of the April 11, 2012 letter.

18. Defendants admit that the Board of Directors made the termination decision and was the Plan administrator and deny the remaining allegations of paragraph 18. Defendants further admit that the Board did not interview Plaintiff or Ann Hagen, the employee complaining of sexual harassment, prior to its termination decision and deny the remaining allegations contained in subparagraph 18(a). Defendants deny the allegations contained in subparagraphs 18 (b) through (d).

CAUSE OF ACTION

19. Defendants reassert their answers to paragraphs 1-18 as their answers to paragraph 19 as if fully set forth herein.

20. Defendants deny the allegations of paragraph 20.

21. Defendants deny the allegations of paragraph 21.

WHEREFORE, Defendants Community 1st Credit Union 457(f) Retention Plan and Community 1st Credit Union Board of Directors, as Plan Administrator respectfully request the court dismiss the Amended Complaint, award Defendants their costs and for such further relief as the court deems appropriate.

LANE & WATERMAN LLP

By: *Diane M. Reinsch*
Diane M. Reinsch AT0006527
220 N. Main Street, Suite 600
Davenport, IA 52801
Phone: (563) 324-3246
Fax: (563) 324-1616
E-Mail: dreinsch@l-wlaw.com

ATTORNEY FOR DEFENDANTS

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing **Answer to Plaintiff's Complaint** was served electronically via CM/ECF upon counsel of record on **October 26, 2012**.

/s/ *Diane M. Reinsch*